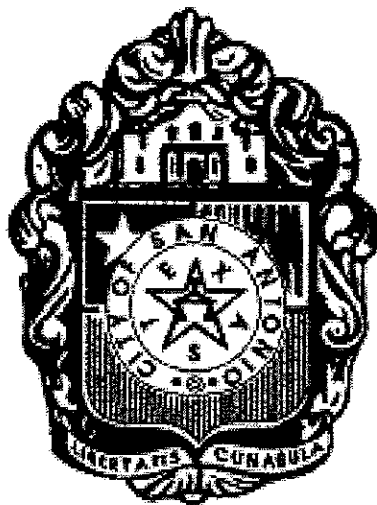


CITY OF SAN ANTONIO, TEXAS

ECONOMIC DEVELOPMENT DEPARTMENT



**LIMITED INVITATION
REQUEST FOR PROPOSAL
("RFP")**

for

**Development Opportunity for a Full-Service
Convention Center Headquarters Hotel**

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I. BACKGROUND

1.1 Limited Invitation

The City of San Antonio ("City") seeks Proposals from a limited set of qualified Respondents interested in developing a full-service convention center headquarters hotel in downtown San Antonio ("Hotel"). This is the second step in the process of selecting a Development Company and your firm is one of four qualified Developer Companies that are being invited to submit proposals. This RFP further describes the project, the submission requirements and the criteria for selection of a single Development Company.

The deadline for submission of your firm's proposal is August 24, 2004, at 4:00 p.m. (Central Time).

1.2 Overview

The City recently commissioned HVS International ("HVS") to conduct a market study for the proposed convention center headquarters hotel and to provide assistance in the selection of a qualified developer. The HVS market study includes financial projections for the proposed Hotel. HVS financial projections are included as Attachment I ("eye") to this RFP.

HVS analyzed two scenarios for the proposed development of a full-service headquarters hotel to be connected to the convention center. The first scenario assumes the hotel will have 1,000 guest rooms. The second scenario assumes the hotel will have 1,200 guest rooms. The study projects hotel occupancies and rates of opening (2008) and stabilized (2011) years. Based on the first scenario, occupancy is expected to grow from 62 percent in 2008 to 73 percent in 2011. Average room rates are expected to increase from approximately \$160 in 2008 to approximately \$181 in 2011. The study also projected gross revenue for the subject hotel, including revenue from the meeting and banquet space. Gross revenue is projected to grow from approximately \$56 million in 2008 to approximately \$75 million in 2011. Details for both scenarios are shown in the HVS study (please see Attachment I).

For the purposes of responding to this RFP, your Development Company may choose to team with an architectural firm that would assist in creating the concept plans required in the response to the RFP. The architectural firm involved in this RFP process would be the presumptive lead architect for the project if the Development Company is selected. Developers are encouraged to utilize local design firms to support or joint venture with the lead architectural firm, particularly to assist with local architectural review processes and to ensure local character in hotel design.

The City intends to initiate a Hotel Operator Selection process to facilitate selection of a preferred hotel operator jointly by the Development Company and City. The City expects that this will be a brand-managed property and the operator could be expected to

commit to a reasonable level of investment in the project. City is interested in learning about your Development Company's relationships with hotel operating companies that indicate your ability to successfully attract a desired brand.

The City anticipates being party to, or a third party beneficiary of, the following agreements:

- **Hotel Development Agreement** under which, the developer would commit to the development of the specified program elements on a schedule acceptable to the City. The City will require a commitment from the selected developer to meet a clearly defined project schedule and scope.
- A design/build or **Construction Management Agreement** between the developer and construction manager.
- **Hotel Operating Agreements** including: 1) a **management agreement** for hotel operations; 2) a **pre-opening services agreement**; 3) a **parking operation agreement**; and, 4) a **room block agreement**. The City expects competent, efficient management to operate and market the hotel. Pricing and booking policies should be consistent with the City's goal of attracting out-of-town group events that will generate positive economic impacts for the City.
- **Parking Agreement** to provide public parking spaces available to the City. The subject project will include the development of parking spaces. The City will consider two options for operating the parking facility. A private contractor could operate the facility on behalf of the owner. Alternatively, the City could operate the parking facility.
- Various **bond financing agreements** necessary to provide tax-exempt debt or credit enhancement for bonds used to finance the hotel.

The City's preference is for private ownership of the Hotel and the various program elements that are part of the Hotel development.

THE CITY'S GOAL IS TO CONSERVE ITS FINANCIAL RESOURCES AND BE JUDICIOUS CONCERNING THE LEVEL OF PUBLIC PARTICIPATION IN THE HOTEL PROJECT. The City also aims to minimize financial risk related to the short-term and long-term development and operation of the project.

The City, as a means to facilitate financing for the Hotel, will be a financing partner with the selected Development Company. As discussed in detail in Section 5.5 below, the City will provide a certain level of public participation and support for the project that will include access to tax-exempt Empowerment Zone Bonds and Taxable Bonds, as well as credit enhancement for such bonds. In return for such financial support, the City will share in net project cash flows from the Hotel. The City has selected Citigroup Global

Markets, Inc. and UBS Financial Services, Inc. as underwriters for the bonds issued to finance the Hotel.

In addition to the above, the City will consider proposals for public participation and support in the development of related utilities, shared parking, roadway improvements, connectors and other related infrastructure improvements. City seeks to minimize any additional participation or support beyond financing (see below).

II. PROJECT DESCRIPTION

2.1 Hotel Site

The Hotel is to be constructed on the site described in Attachment A of the RFP. Note that the City owns the site and intends to lease the site to the Hotel owner on favorable terms during the period of ramp up to hotel stabilization. The City also would consider subordination of land lease payments to debt service payments. However, to the extent possible, the City intends to recover its investment through land lease payments. Therefore, land lease terms should reflect market rates after Hotel operations stabilize.

2.2 Preferred Program

The Preferred Program may be refined and changed after development proposals are submitted. But, for the purpose of comparing proposals, the City requires that each Development Company submit a proposal based on the Preferred Program. For the purposes of this solicitation, the "Preferred Program" for the proposed Hotel will include the following:

- a minimum of 1,000 guest rooms
- Approximately 90,000 square feet of function space consisting of a 40,000 square foot grand ballroom, a divisible junior ballroom of 25,000 square feet, and 25,000 square feet of additional meeting space.
- 500 public parking spaces in addition to the dedicated parking required for Hotel operations.
- The Hotel will be a first-class, full-service property whose brand is nationally recognized. The quality of the Hotel will be comparable to the quality of newly developed convention center headquarters hotels in competitive convention cities.

2.3 Alternative Building Programs

In addition to the proposal submitted for the Preferred Program, the Development Company may also recommend Alternative Building Programs with an explanation of

how these alternative programs may provide advantages over the Preferred Program. Alternative Building Programs should have an emphasis on improved financial performance.

2.4 **Mixed-Use Alternative**

Respondents may present an alternative plan that includes a mixed-use development (e.g. including residential condominium units) in addition to a minimum of 1,000 full-service guest rooms. In this case, the City expects the Developer to be at risk for the mixed-use portion of the development. The City will not provide credit enhancement for the mixed-use portion of the development. Any mixed-use development plan must not compromise the Preferred Program and Preferred Approach to Financing (as detailed in Section 5.3 of this document) for the Hotel.

III. TERM OF CONTRACT

- 3.1 The anticipated term of the proposed Hotel Development Agreement and Construction Management Agreement is 36 months from the effective date of City Council approval.
- 3.2 The anticipated terms of the proposed Hotel Operating Agreements, Parking Agreement and/or Bond Financing Agreements will be negotiated between the City and Development Company and become effective upon City Council approval.

IV. MANDATORY PRE-PROPOSAL CONFERENCE

- 4.1 Private, individual Pre-Proposal Conferences will be held with each Development Company during the week of July 19 – 23, 2004. City Staff will coordinate the scheduling of each conference. The conferences will be held at the Municipal Plaza Building, in the “B” Room (first floor), 114 W. Commerce Street in San Antonio. Respondents are encouraged to prepare and submit their questions in writing 7 calendar days (July 12) in advance of the Pre-Proposal Conferences in order to expedite the proceedings. General or frequently asked questions may be posted on the City’s website or distributed to all Respondents for clarification purposes. City’s responses to questions received by this due date, may be distributed at the Pre-Proposal Conferences and posted on the City’s website at <http://www.sanantonio.gov/rfp/>. Respondents who do not have access to the Internet must notify City in accordance with Section 8.1, Restrictions on Communication, if Respondent wishes to receive copies of City’s responses by mail. Attendance at the Pre-Proposal Conferences is **MANDATORY**. City will not consider proposals received by Respondents who fail to attend the Pre-Proposal Conferences.

V. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

5.1 Qualification Materials

- 5.1.1 Experience – summarize the experience of key members of your development team in developing or providing development services for full-service convention hotels in major metropolitan markets.
- 5.1.2 Financial Statements – to demonstrate the financial capability of the members of your team, submit credit reports from entities (such as Dun and Bradstreet) or rating agencies, any bankruptcy filing information, three recent audited personal and/or corporate financial statements for the members of your team that would be expected to make an investment in the project. Financial statements shall be supplemented by a complete list of loan guarantees if not already listed in the financial statements. For publicly traded companies, reference to the most recent 10-K or 10-Q will suffice. Information requested in this section may be submitted in a separate envelope and marked "Proprietary and Confidential Information" and sent only to the City's consultant, HVS International, by the RFP Deadline (August 24, 2004). The City will attempt to protect this information from disclosure to the extent allowable by law.
- 5.1.3 Project Qualifications – provide examples of similar projects for which the Respondent has developed or provided development services. Please explain in detail the Respondent's role in each project. Provide a description of the approach to financing and the Respondent's role in the financing of each project.
- 5.1.4 References – provide contact information for up to three (3) clients for whom you provided development services directly comparable to those requested in this RFP.

5.2 Discretionary Contracts Disclosure

Respondents should provide a completed Discretionary Contracts Disclosure Form (Attachment B). If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the response.

5.3 Litigation Disclosure

Respondents should provide a completed Litigation Disclosure Form (Attachment C). If Respondent is submitting as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the response.

5.4 **Development Proposal**

- 5.4.1 Conceptual Building Program Plans – At least one concept site plan and hotel development program should be submitted for the Preferred Program. The Development Company may also offer variations on the Preferred Program as well as concept plans for any Alternative Building Programs that the Development Company may want to recommend. Each concept plan should be demonstrated using the following methods:
- Written descriptions of the concept plan including a summary of major program elements and ideas for exterior materials to be used in the construction of the hotel. This description should include information on the aesthetic and functional relationship between the hotel and the adjacent convention center and theater facilities.
 - Site plan diagrams demonstrating the flow of vehicular and pedestrian traffic to, from and within the site.
 - Floor plans illustrating the relationships between various building components for each unique floor of the Hotel.
 - Sections illustrating the elevations of the proposed concept.
 - A massing model that places proposed concept plan in its urban context. (Please note that the City does not want the Development Company to incur the time and expense involved in developing detailed and elaborate representational models.)
 - Artistic renderings are optional.
- 5.4.2 Budget – Development Companies should submit a detailed budget of total development costs. The project budget should include detailed line items broken into the following categories: 1) Hard Construction Costs by category to the degree possible (e.g. site costs, general conditions, hotel construction, meeting space (if distinguishable), parking, etc.), 2) Soft Costs (FF&E, insurance, design fees, legal expenses, permits, pre-opening services, etc), 3) Proposed Development and Construction Management Fees, 4) Pre-development Costs (e.g. working capital, pre-development expenses), and 5) Demolition, site work and offsite work. Submit details on the methodology used to determine any percentages used.
- 5.4.3 Living Wage – The City will negotiate a commitment from the selected hotel operator on an appropriate wage standard.
- 5.4.4 Schedule – provide a proposed schedule for pre-development, construction, and opening.

5.5 **Preferred Approach to Financing**

5.5.1 Overview – The City’s preferred financing plan includes a combination of debt and equity payment sources, as shown below. The City, or an entity designated by the City, will issue the bonds proposed to finance the project. The City aims to provide support of the project through standby credit enhancement of the bonds issued to finance the Hotel. The City does not expect to provide any direct upfront or annual subsidies for the project. In summary, sources of funds for the Hotel will include:

- Private Equity
- Senior Empowerment Zone (“EZ”) Bonds
- Senior Taxable Bonds (collectively with the EZ Bonds, the “Senior Bonds”).

5.5.1.1 Private Equity – describe the amounts, sources, and timing of private equity to be secured for the Hotel project. Determine the required rate of return for equity investors in this deal.

5.5.1.2 Senior Empowerment Zone Bonds – assume up to \$130 million of EZ Bonds will be made available for the project. These bonds are tax-exempt, will be secured primarily by Hotel revenues, and will have a final maturity of approximately 32 years (30 operating years). To enhance the financing’s security structure, the City will provide a certain level of standby credit enhancement for these bonds as discussed below. Assume these bonds would bear an interest cost of 6.00 percent (includes the cost of insurance).

5.5.1.3 Senior Taxable Bonds – for the costs not funded with equity, any other private sources, and EZ Bonds; Taxable Bonds would be issued. These bonds would be secured on parity with the EZ Bonds – primarily by Hotel revenues and further secured by a certain level of standby credit enhancement. Assume these bonds would bear an interest cost of 7.00% (includes the cost of insurance) and would mature in approximately 20 years.

5.5.1.4 Sources of Payment on Senior Bonds – net operating income from Hotel.

5.5.1.5 Sources of Credit Enhancement for Senior Bonds – the City will consider use of the following revenues as a source of standby credit enhancement for the Senior Bonds.

- Local 7% Hotel Occupancy Tax (“H.O.T.”) receipts from the subject Hotel, and
- State 6% H.O.T. on the subject Hotel plus the State 6.25% Sales Tax on certain taxable goods and services sold at the Hotel (for 10 years).
- A subordinate lien on the Additional 2.00 percent Hotel Tax on all hotels in the City of San Antonio. Repayment of outstanding convention center debt issued in 1996 would have a priority lean on the Additional 2.00 percent Hotel Tax.

- 5.5.2 Other Types of Public Participation – identify and explain other proposed types of public participation as discussed in Section 1.2 of the RFP. Specify the type and amount of public participation proposed for this project.
- 5.5.3 Ownership – describe the proposed ownership entity for the Hotel assuming that the City does not intend to participate in the Hotel ownership.
- 5.5.4 Revenue Sharing – please provide a statement of project cash flows that demonstrate how Hotel net operating income after debt service would be shared between the City and Equity Investors.
- 5.5.5 Lease – Respondents should propose terms for a land lease consistent with the terms discussed in Section 2.1 of the RFP.
- 5.5.6 Pre-development Funding – estimate the necessary level of pre-development funding required for this project. Pre-development expenses are project expenses for planning, design, legal and other services that are necessary to obtain project financing. It is the City's expectation that the Development Company will conditionally cover all pre-development costs for the project. Provide evidence that the developer can support this level of funding, or propose a plan to obtain the required funding for all pre-development activities.
- 5.5.7 HVS Pro forma – Respondents should rely exclusively on the financial operating projections provided in the HVS Market Study (please see Attachment I) for all projections of cash flow for the Preferred Program under the Preferred Approach to Financing.
- 5.5.8 Property Taxes – proposals should assume Hotel property taxes would be due and payable. Respondents may offer suggestions on how flexibility in property tax payments could benefit the project.
- 5.5.9 Sources and Uses – present the proposed sources and uses of funding for the subject project. Explain the proposed timing of equity contributions and other sources of funding.

5.6 **Alternative Approach to Financing (Optional)**

Respondents may propose alternative financing plans that improve the project's financial feasibility and increase the return on investment to the City and other investors. Please contrast any alternative financing plans to the Preferred Financing Plan, particularly with respect to the allocation of risk to the City. Alternative approaches should also rely on financial information provided in the HVS pro forma (please see Attachment I).

5.7 **Project Delivery**

- 5.7.1 Asset Management – assuming the developer retains ownership of the hotel, please describe your approach to asset management.
- 5.7.2 Guaranteed Maximum Price – Please describe who on your team would provide a guaranteed maximum or fixed price contract for construction of the Hotel. How will your team guarantee the costs of furniture, fixtures, and equipment (“FF&E”) expenditures? At what point in the development process would your team be prepared to commit to a guaranteed price and schedule? Who will be the General Contractor and what is the General Contractor’s bonding capacity?

5.8 **Small, Minority and Women-Owned Business Advocacy and Local Business Participation Policy Requirements (SBEDA)**

It is the policy of the City of San Antonio to involve qualified Small, Minority and Women-Owned Business Enterprises (SMWBE) and local businesses to the greatest extent feasible in the City’s contracts. Pursuant to Ordinance # 96754, the City of San Antonio, its employees, contractors and subcontractors shall not discriminate on the basis of race, color, religion, national origin, sex, age or handicap in the award and performance of contracts. Violation of this ordinance is a criminal offense and subject to penalty.

Specifically, responses should include information demonstrating the following:

- The Development Company’s previous experience and compliance with similar policies – public and private.
- The Development Company’s commitment to comply with this policy.
- General information about how the Development Company could involve SMWBE and local businesses in all aspects of the project, including but not limited to financing, investment, design, engineering, construction and other consulting.

Attachment D of the RFP document includes information about the City’s SMWBE contracting goals and definitions. The City is not expecting you to fill out these forms, but the City does expect you to use them as a template for structuring your narrative statement referred to in Section 9.3.5. For more information about the City’s policy, please contact Ms. Anita Martin, Economic Development Manager, at 210-207-3901 or aumartin@sanantonio.gov.

5.9 **Signature Page**

Respondent must complete and include Signature Page with proposal. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the

company or partner of the firm shall be accompanied by evidence of authority. (Attachment G)

5.10 **Proposal Checklist**

Respondent shall complete proposal checklist. (Attachment H)

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VI. AMENDMENTS TO RFP

- 6.1 Changes or amendments to this RFP will be sent to Respondents and will be posted on the City's website at <http://www.sanantonio.gov/rfp/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section 8.1, Restrictions on Communication, that Respondent wishes to receive copies of amendments to this RFP by mail.

VII. SUBMISSION OF PROPOSALS

- 7.1 Respondent shall submit twenty (20) bound copies and one (1) unbound copy of the Proposal, the original signed in ink, in a sealed package, clearly marked on the front of the package "**RFP Response – Convention Hotel Proposal.**" Respondent should also submit one (1) CD disk containing an electronic file(s), in pdf format, of the complete proposal. **All Proposals must be received in the City Clerk's office no later than 4:00 p.m. central time, on August 24, 2004, at the address below.** Any Proposal received after this time shall not be considered.

Mailing Address:

City Clerk's Office,
Attn: Economic Development Department
P.O. Box 839966,
San Antonio, Texas 78283-3966

Physical Address:
 City Clerk's Office,
 Attn: Economic Development Department
 100 Military Plaza
 2nd floor, City Hall
 San Antonio, Texas 78205.

Proposals sent by facsimile or email will not be accepted.

7.2 Respondent shall submit one (1) bound copy to:

Mr. Thomas Hazinski
 Managing Director
 HVS Convention, Sports &
 Entertainment Facilities Consulting
 445 West Erie, Suite 110
 Chicago, IL 60610

Please note that Responses sent to HVS do not qualify as an official response that is required by the City of San Antonio as stipulated in Section 7.1.

7.3 Proposal Format – responses shall be typewritten and submitted on 8 ½" by 11" format. Any materials that are larger than this size should be folded to fit into the 8 ½" by 11" format. Proposals must include at least the requested information described in this RFP. The City reserves the right to request additional information during the RFP review period. Please limit the use of standard marketing materials, as the City and its consultants already have substantial knowledge about each of the responding firms.

Margins shall be no less than ¾" around the perimeter of each page. Maximum number pages allowed shall be 150, including required attachments. Each page shall be numbered. Each proposal must include the sections and attachments in the sequence listed in the Proposal Requirements Section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.

Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nick-names, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate

Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the Director of Economic Development shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

VIII. RESTRICTIONS ON COMMUNICATION

- 8.1 Once the RFP has been released, Respondents are prohibited from communicating with City staff regarding the RFP or Proposals, with the following exceptions:

Questions concerning this RFP shall be directed, in writing only, to the Economic Development Department, attn: Trey Jacobson, Assistant Director, at P.O. Box 839966 San Antonio, TX 78283-3966. Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by facsimile or e-mail will be accepted at either 210-207-8151 or tjacobson@sanantonio.gov. No inquiries or questions will be answered if received after 4:00 p.m. on August 13, 2004, to allow ample time for distribution of answers and/or amendments to this RFP. Respondents wishing to receive copies of the questions and their responses must notify the City's Contact Person in writing prior to the date and time the questions are due.

Respondent shall not contact City employees before an award has been made, except as set out herein. Violation of this provision by Respondent or his agent may lead to disqualification of his proposal from consideration.

The City reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by City.

- 8.2 Questions regarding the required proprietary information shall be directed to the City's consultant for this undertaking, HVS Convention, Sports and Entertainment Facilities Consulting, Mr. Tom Hazinski (Telephone: 312-587-9900, or thazinski@hvsinternational.com).

IX. EVALUATION CRITERIA

- 9.1 The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services.

The City and consultants will evaluate all development proposals to select a finalist. The San Antonio City Council may select a "preferred developer" for further negotiations, during which the City will formalize development agreements. Negotiation of a term sheet describing the terms, conditions, and fees related to the development shall be limited to sixty (60) days following the commencement of negotiations.

Upon selection of a finalist, the City intends to enter into exclusive negotiations with the developer. At that time, the City would expect to enter into an agreement with the Preferred Developer to provide a \$1 million Performance Bond related to Development Company's failure to perform. This would require a Memorandum of Understanding, which outlines the terms of the Development Agreement.

All Hotel Agreements referred to in Section 1.2 must be approved by the San Antonio City Council.

9.2 **Minimum Proposal Requirements**

The Development Companies must meet the following threshold criteria in order to be considered:

- The proposal must address the requirements for the Preferred Program and the Preferred Approach to Financing described herein.

- The project development schedule must anticipate completion of the project no later than January 1, 2008.
- The proposal must be generally responsive to the submittal requirements of this RFP.

9.3 **Evaluation Criteria**

The City will evaluate developer proposals and will award a maximum of **100 points** for each proposal. Points will be allocated for several key evaluation criteria, as described below.

- 9.3.1 Development Proposal – Based on the level of quality (**15 points**) and creativity (**10 points**) of the proposed building program plan (please see elements referred to in Sections 5.4.1 to 5.4.3 which will be evaluated under this criterion), the Development Company will be awarded up to twenty-five (**25 points**) in the evaluation process.
- 9.3.2 Quality of the Preferred Financing Plan and/or alternative financing plans may receive up to twenty-five (**25 points**) based on the following considerations:
 - Level of private investment in the project.
 - Level of public investment in the project.
 - Proposal for revenue sharing, and
 - Allocation of risk between the City, the Development Company, and other investors.
- 9.3.3 Development Schedule – complete and efficient development schedules will receive fifteen (**15 points**).
- 9.3.4 Developer Qualifications may receive up to fifteen (**15 points**) based on the following criteria:
 - Developer's ability to arrange project financing and make investments needed to secure project financing,
 - Depth of experience on directly comparable projects, and
 - The demonstration experience and availability of staff to meet the stated schedule for project completion.
- 9.3.5 SBEDA – Respondents shall provide a narrative statement that will describe a comprehensive program that demonstrates a commitment to achieving the City's Small Business Economic Development Advocacy Program ("SBEDA") goals outlined above in Section 5.6 that will be worth twenty (**20 points**). This program is described in more

detail in Attachment D. However, Respondents will **not** be required to submit a Good Faith Effort Plan in their response. Scoring will be based upon the following criteria:

- Developer's previous experience in successfully implementing such programs, as an entity or on behalf of a client.
- Developer's commitment, in detailed terms, to seeking and involving small, minority, women, and/or local businesses in all aspects of the project, including financing, design, construction or lease opportunities.
- Specific program plans to meet contracting opportunities.

X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- 10.1 City reserves the right to award one, more than one, or no contract(s) in response to this RFP.
- 10.2 The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City upon approval of the City Council.
- 10.3 City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- 10.4 City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- 10.5 City will require the selected Respondent(s) to execute the contract in substantially the form suggested in this RFP, subject to City Council approval. No work shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in this RFP. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- 10.6 This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- 10.7 If selected, Respondent will be required to comply with the Insurance and Indemnity Requirements established herein.

10.8 **Conflicts of Interest**

Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent; child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Part B, Section 10 of the City's Ethics Code. (Discretionary Contracts Disclosure – Attachment B)

10.9 **Independent Contractor**

Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

XI. SCHEDULE OF EVENTS

11.1 Following is a list of **projected dates** with respect to this RFP:

Issue RFP	June 15, 2004
Pre-Proposal Conference	July 19 - 23, 2004
Final Questions Accepted	August 13, 2004
Proposals Due	August 24, 2004
Interviews Conducted	September 2004
Select Developer and begin negotiations	October 2004

Conclude negotiations of a memorandum of understanding and complete the process of design team, operator and construction manager selection

November 2004

Conclude development negotiations

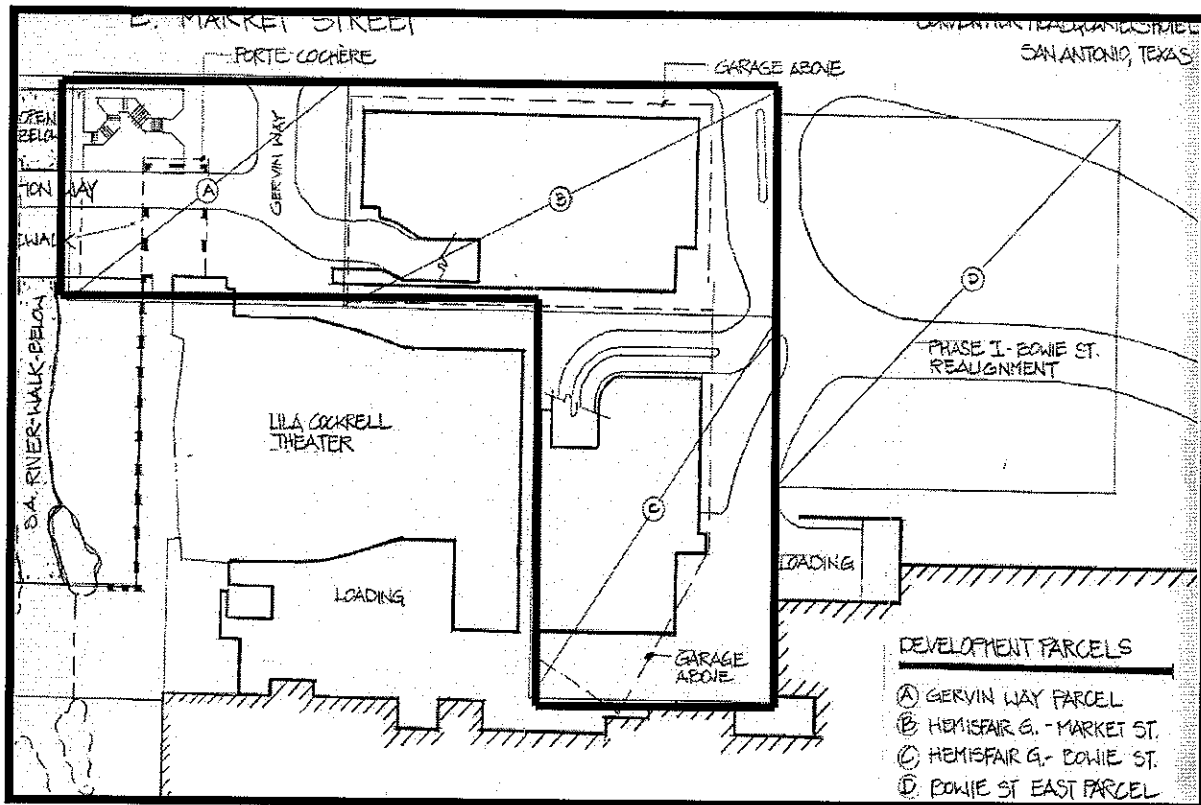
January 2005

Commence construction

Schedule to be proposed by developer

ATTACHMENT A

Hotel Site



ATTACHMENT B

City of San Antonio Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below before the discretionary contract is the subject of council action, and no later than five (5) business days after any change out which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

- (3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

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Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	Title: Company:	Date:

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

ATTACHMENT C
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT D

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)

1. **Small Business Participation**

Pursuant to Ordinance No. 96754, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the SBEDA policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Economic Development Advocacy Provisions:

- a. **SBEDA Program:** Small Business Economic Development Advocacy Program designed to promote the utilization and participation of Local, Minority, Women, and African-American Owned Business Enterprises in City sponsored contract opportunities.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for small business. All firms meeting this threshold will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County or employ Bexar County residents for at least twenty-five (25%) of the entire company workforce for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES's category of contracting for at least one year.

- e. **Woman Business Enterprise (WBE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.
- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as a AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the SBEDA goals under this scenario would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company A will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE.

Prime Contractor Y compliance with the SBEDA goals would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

4. **Good Faith Effort Required**

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP and does not receive approval of the GFEP by the Economic Development Department shall be declared non-responsive, and excluded from consideration.**

5. **MBE-WBE-AABE Certification Required**

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. **SBEDA Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's SBEDA Policy. Please call (210) 207-3900 or FAX: (210) 207-8151.

Over 200/Rev. 1/17/2003

Only companies certified as MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied towards the contracting goals. All MBE-WBE-AABE-SBE subcontractors must submit a copy of certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a subcontractor is not certified, please call the Small Business Outreach Division at (210) 207-3900 for information and details and how subcontractors can obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Affirmed List of Subcontractors form).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBE s.

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	HUE (Y/N)	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE

PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC DEVELOPMENT

ATTACHMENT E

INSURANCE REQUIREMENTS

Prior to the commencement of any work under an Agreement awarded pursuant to this RFP, the selected Respondent shall furnish an original completed Certificate(s) of Insurance to the Economic Development Department, Attn: Trey Jacobson, which shall be clearly labeled "Convention Center Hotel Project" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the Economic Development Department, Attn: Trey Jacobson, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

Respondent's financial integrity is of interest to the City, and, therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City.

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. Respondent shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to City at an address provided by City within ten (10) days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Respondent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officials, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured

performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by City, Respondent shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Respondent knows of said change in advance, or ten (10) days notice after the change, if the Respondent did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following addresses:

City of San Antonio
Risk Management
Convention Center Hotel Project
P. O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
Economic Development Department
Convention Center Hotel Project
P.O. Box 839966
San Antonio, Texas 78283-3966

If Respondent fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have and is not the exclusive remedy for failure of Respondent to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work under the Agreement, and/or withhold any payment(s) which become due to Respondent thereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under the Agreement. It is agreed that Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.

ATTACHMENT F

INDEMNIFICATION REQUIREMENTS

RESPONDENT, if selected, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's, if selected, activities under this CONTRACT, including any acts or omissions of RESPONDENT, if selected, , any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to RESPONDENT, if selected, related to or arising out of RESPONDENT's, if selected, activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's, if selected, cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT, if selected, to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT, if selected, further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with

any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to CONSULTANT related to or arising out of contractor's activities under this contract.

ATTACHMENT G

SIGNATURE PAGE

“✓” Check box that indicates business structure of Respondent

- ☐ Individual or Proprietorship
☐ Partnership or Joint Venture
☐ Corporation

The undersigned certifies that (s)he is _____ (title) of the Respondent entity named below; that (s)he is designated to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:

11-digit Comptroller's Taxpayer Number

Respondent Organization Name (DBA also required if Individual or Proprietorship)

By: _____

By: _____

(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

Employer Identification Number

By signature above, Respondent agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in Attachments E & F.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
3. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

ATTACHMENT H

PROPOSAL CHECKLIST

This checklist is to help the Respondent ensure that all required documents have been included in its proposal.

Document	Check or Initial to Indicate Document is Attached to Proposal
*Discretionary Contracts Disclosure (Attachment B in RFP)	
Litigation Disclosure (Attachment C in RFP)	
Qualification Materials (See Section 5.1)	
Development Proposal (See Section 5.4)	
Preferred Approach to Financing (See Section 5.5)	
Project Delivery (See Section 5.7)	
SBEDA Narrative Statement (See Section Sections 5.8 and 9.3.5)	
Proposal Checklist	
*Signature Page	
21 Copies (and one (1) CD Disk) of Proposal to City	
One (1) Copy to Hotel Consultant	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**

ATTACHMENT I
HVS MARKET STUDY